

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 30	
2. Contract (Proc. Inst. Ident) No. W56HZV-07-C-0350		3. Effective Date 2007JUN06		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ABG TJ KOWALSKI (586)574-8088 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 e-mail address: TJ.KOWALSKI@US.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DENVER DENVER FEDERAL CENTER, BLDG 16 6TH AVENUE AND KIPLING STREET P.O. BOX 25586 DENVER, CO 80225-0586			Code S0602A	
			SCD C PAS NONE		ADP PT HQ0339		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) UQM TECHNOLOGIES, INC. P.O. BOX 439 7501 MILLER DRIVE FREDERICK, CO 80504-3446 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 1EG82		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 72040000076N6N7EP633005255Y S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Sharing	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
				KIND OF CONTRACT: Research and Development Contracts			
15G. Total Amount Of Contract						\$317,672.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
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X	E	Inspection and Acceptance	12		K	Representations, Certifications, and Other Statements of Offerors	
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer DEREK MCALEER DEREK.MCALEER@US.ARMY.MIL (586)574-8093			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2007JUN06	

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Name of Offeror or Contractor: UQM TECHNOLOGIES, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006
(a) Contract Number W56HZV-07-C-0350 is awarded to UQM Technologies, Inc.. The Government accepts your proposal dated 19 OCT 2006, submitted by Josh Ley, Program Manager of your company.			
(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.			
(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.			
(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A.			
[End of Clause]			
A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
Information regarding the TACOM-Warren Ombudsperson is located at the website http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm			
[End of Clause]			
A-3	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.			
(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.			
(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm .			
(1) The proper TACOM addresses for offer submission are:			
(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.			
(ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.			
(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.			
(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.			
(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren			

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Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@taacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

Name of Offeror or Contractor: UQM TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>ELECTRIC MOTOR & INVERTER</u></p> <p>NOUN: ELECTRIC MOTOR & INVERTER SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work" C.1 through C.4.4</p> <p>Est. Government Share(NTE): \$244,608.00 Est. Contractor Share: <u>\$ 73,064.00</u></p> <p>Est.Total Cost: \$317,672.00</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 19-APR-2008</p> <p style="text-align: right;">\$ 317,672.00</p>	1	LO		\$_____317,672.00
000101	<p><u>ELECTRIC MOTOR & INVERTER</u></p> <p>PRON: R372C153R3 PRON AMD: 03 ACRN: AA AMS CD: 63300544100 (AMOUNT: \$ 244,608.00)</p>				
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A CDRL A0001, 2, & 3.</p>				

Name of Offeror or Contractor: UQM TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<div>(End of narrative B001)</div> <div>ELECTRIC MOTOR, INVERTER & THERMAL MGT SYSTM</div> <div>NOUN: MOTOR, INVERTER & THERMAL SYS</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1 19-APR-2008</div> <div>FOB POINT: Destination</div> <div>SHIP TO:</div> <div>(Y00002) SEE CLAUSE IN SECTION E OR I</div> <div>FOR DISTRIBUTION</div>	1	EA	\$ ** NSP **	\$ ** NSP **

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B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.

B.1.2 The Contractor will be paid for the government share of the cost stated in Section B under CLIN 0001 for the performance of work under the Contract. The reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.

B.1.3 Allowable cost shall be determined, and payment shall be provided, in accordance with the Contract Clause entitled, "ALLOWABLE COST AND PAYMENT."

B.2 Payment

The Contractor may submit public vouchers monthly for payment under this Contract. The costs will be payable at the time of reimbursement at the same rate subject to any withholding pursuant to provisions of this Contract.

B.3 This contract incorporates cost sharing as follows:

Government Share (77%):	\$244,608.00
Contractor Share (23%):	<u>\$ 73,064.00</u>
Total:	\$317,672.00

*** END OF NARRATIVE B0001 ***

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Name of Offeror or Contractor: UQM TECHNOLOGIES, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
Electric Motors and Inverters for Hybrid-Electric Vehicle Propulsion

Introduction:
The contractor, shall design, develop and deliver a traction motor and motor control inverter that shall meet or exceed the requirements for higher torque density, higher power density, improved efficiency, and a compact thermal management system for future hybrid electric ground vehicles. The Motor design shall be scalable in torque and power, in order to meet the requirements of a range of vehicles from in-hub motors for small wheeled vehicles, to axle motors for medium-sized vehicles and sprocket motors for heavy tracked vehicles.

C.1: Requirements
The contractor, acting as an independent contractor and not an agent of the government, shall provide the resources necessary to design, develop, and deliver a motor, thermal management system and motor control inverter capable of meeting or exceeding the requirements below:

C.1.2: Torque Density & Power Density
The contractor shall design, develop and deliver a traction motor that is capable of increased torque-density to (80 N-m/l min.) and increased power-density to (10 kW/l min.).

C.1.3: Thermal Management
The contractor shall design, develop and deliver a thermal management system for the motor control inverter that is capable of operating at a minimum coolant temperature of 80 degrees Celsius.

C.2: Tasks
The contractor shall provide the resources necessary to complete the tasks outlined below:

C.2.1: High Torque Density Prototype Motor
The contractor shall develop a prototype Radial-Axial Flux motor for test purposes and proof of concept. This bench test unit will have a target power level of 10-20 kW for proof-of-concept.

C.2.1.1: Refinement of Motor Assembly Design
The contractor shall adjust the Radial-Axial flux motor assembly design to increase ease of assembly and ease of access to the motors interior. The contractor shall identify methods that allow the checking of rotor-to-stator clearance, of bearing surfaces, and of preload conditions. The contractor shall also identify methods for strengthening individual motor components and methods for improving the motor assembly process to reduce assembly-induced motor failures.

C.2.1.2: Procurement of New Parts
The contractor shall procure all new parts for construction of the proof-of-concept Radial-Axial flux motor and shall not use or reuse any parts used within previous Radial-Axial flux prototype motors. The contractor may use parts previously purchased but only those that were not used in previous prototypes.

C.2.1.3: Development of External Hall Effects
The contractor shall develop and use a more refined Hall Effect which shall identify the potential difference and increase Hall accuracy on opposite sides of the electrical conductor through which electric current is flowing, created by a magnetic field applied perpendicular to the current. This task is needed to (1) take steps to accurately set up the hall effect, (2) design an exclusive magnetic ring for position sensing, and (3) locate the hold assembly further from the stator windings.

C.2.1.4: Powder Coating Process
The contractor shall employ a powder coating process to prevent the breakdown of the insulation in the winding surfaces of the motors stator segments.

C.2.1.5: Development of New Winding Tooling
The contractor shall develop and use a winding tooling that produces fewer winding failures and higher fill factors than on previous generations of the RAF motor.

C.2.1.6: Stator Segment Refinement
The contractor shall reduce the draft angle to reduce the gap between segments and improve performance.

C.2.1.7: Prototype Build and Test
The contractor shall build a prototype motor using the new winding tooling; the powder coating process; external hall effects; and the refined motor assembly design. The contractor shall also perform rotor balance and low power bench testing.

C.2.2: Motor Control Inverter
The contractor shall select a standard UQM inverter to drive this prototype motor. The inverter shall be selected based on the final requirements of the motor design specification and the results of the motor design. The contractor shall integrate the motor and motor control inverter together using dynamometer setups.

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C.2.3: Software Development
The contractor shall perform software modifications to adapt the unique motor parameters into the control software.

C.2.4: Testing
The contractor shall test the prototype motor to determine: the peak power profile, maximum torque the motor can achieve at incremental speeds throughout the motors speed range as determined by the contractor, and the maximum power and torque the motor can maintain on a continuous basis. The target metrics for torque and power density must be met first. The initial point to meet these metrics is 1200 rpm and 600Nm. The contractor can go beyond this speed range with the CORs approval (target is 1400rpm) provided the technology and funding permits. The contractor shall also conduct an efficiency test and record the efficiency corresponding to several torque-speed points in the motors operating profile.

C.2.4.1: Torque Testing
The contractor shall measure and document the maximum torque generated by the prototype motor at several speeds (utilizing data acquisition).

C.2.4.1.1: The contractor shall test and document both peak RPM and continuous operation and use the data to calculate the peak and average torque density.

C.2.4.1.2: The contractor shall calculate the peak and average torque density using the data obtained from peak RPM and continuous operation on the dynamometer.

C.2.4.2: Power Testing
The contractor shall calculate and document the output power of the prototype motor at several speeds between the base speed and the maximum motor speed for both peak and continuous operation. The contractor shall calculate and document the average and peak power densities.

C.2.4.3: Efficiency Testing
C.2.4.3.1: The contractor shall calculate and document the efficiency of the prototype motor and calculate the motor control inverter efficiency.

C.3: Meetings
C.3.1: Start of Work Meeting
The Contractor shall plan and conduct a kick-off meeting, via telephone (or in person if the parties prefer it), with the Contracting Officer's Representative (COR) no later than one (1) month after contract award. At the meeting, the Contractor shall explain its intended approach for accomplishing the SOW.

C.3.2: Six-month Design Review
The contractor shall host a Design Review Meeting six months after contract award or at a date and time mutually agreed between the contractor and the COR. There shall be one design review (1) meeting for the duration of the contract. At the design review meeting, the contractor shall present the progress made during the previous six months and validate it against the contract SOW, schedule and objectives.

C.4: Deliverables
C.4.1: Contractor's Progress, Status, Cost & Management Report.
The contractor shall prepare (every-other-month) progress, status, cost and management reports and prepare reviews in accordance with CDRL item A001, DID Number: DIMGMT- 80227(T). The status reports shall summarize the work completed; the contract tasks not completed and significant accomplishments, problems or delays. The reports shall include the status of on-going studies and studies completed during the reporting time period, as well as test results and their analysis and impact. The status reports will also report total costs projected and incurred to date, with specific reference to the costs incurred since the last status report. The first report shall be due approximately 60 days after contract award.

C.4.2: Scientific & Technical Report / Final Technical Report.
The contractor shall prepare a draft and final scientific and technical status reports in accordance with CDRL item A002.

C.4.3: Computer Models (Drawings):
The contractor shall deliver the computer models and drawings. The data shall be in accordance with CDRL item A003, DID Number: DI-DRPR-80651. The contractor shall ensure the engineering drawings are at a minimum, level I as described in section 3.1 of DI-DRPR-80651.

C.4.4: Motor, Thermal Management System and Inverter
The contractor shall deliver a complete motor, thermal management system and motor control inverter as described above.

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*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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Name of Offeror or Contractor: UQM TECHNOLOGIES, INC.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html

[End of Clause]

D.1 Packaging

D.1.1 All hardware items deliverable under the contract shall be packaged in accordance with standard commercial practice to insure safe arrival at destination.

D.2 Marking

D.2.1 All technical data deliverable under this contract shall be identified by the prime contract number, the name and address of the prime contractor and where applicable, the name of the subcontractor who generated the data.

D.2.2 All materials or their containers delivered under this contract shall be marked or tagged with the identification of the material or item, the contractor's name and address.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (Alternate I dated April 1984)	MAY/2001

E.1 Final Inspection and Acceptance of all data deliverable under this contract shall be made at Destination by the Contracting Officer or the Contracting Officer's Technical Representative. The determination that the data is complete and conforms to the requirements of the contract will be made by the Contracting Officer's duly authorized representative.

E.1.2 All work required under this contract is subject to inspection and approval by the Contracting Officer's Technical Representative (COTR).

*** END OF NARRATIVE E0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.3: Delivery

F.3.1: All items called for in this contract shall be delivered FOB Destination to:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSRD-TSR-R / MS 121,
Sonya Gargies
6501 E. 11 Mile Rd.
Warren, Michigan 48397-5000

F.3.2: Delivery of Data set forth in the Contract shall be in accordance with DD Form 1423 (Section J).

F.3.2.1: Data item A001: Contractor's Progress, Cost, Status & Management report.

F.3.2.2: Data item A002: Final Technical Report

F.3.2.3: Data item A003:Electronic Model (Drawings)

F.3.2.4: A complete motor and motor control inverter as described in C.1 shall be delivered to the Government at the end of contract performance.

F.4: Performance

F.4.1 The period of performance of the contract shall be ten (10) months from the date of award.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

PRON/		OBLG		JOB		ACCOUNTING		OBLIGATED
LINE	AMS CD/			ORDER		STATION		AMOUNT
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
000101	R372C153R3	AA	2	21	72040000076N6N7EP633005255Y S20113	72C153	W56HZV \$	244,608.00
	63300544100							
							TOTAL \$	244,608.00

SERVICE				ACCOUNTING		OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>		<u>AMOUNT</u>
Army	AA	21	72040000076N6N7EP633005255Y S20113	W56HZV	\$	244,608.00
						TOTAL \$ 244,608.00

<u>ACRN</u>	<u>EDI ACCOUNTING CLASSIFICATION</u>					
AA	21	070820400000	S20113	76N6N7E63300544100255Y	72C153S20113	W56HZV
		<u>Regulatory Cite</u>	<u>Title</u>			<u>Date</u>
G-1		252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS			JAN/2004
G-2		252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE			DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-4	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-5	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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G-6 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS:

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G Contract Administration Data. The first digit of the JON represents the fiscal year.

G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS:

G.2.1 DFAS will make payments as billed by the contractor.

G.3 Cost-Sharing Arrangement: The award of this cost-share contract is contingent on the contractor's contribution of its share to this arrangement. The contractor's failure to contribute its share may result in a reduction in the Scope of Work or the termination of this contract.

This contract incorporates cost sharing as follows:

Government Share (77%): \$244,608.00
Contractor Share (23%): \$ 73,064.00
Total: \$317,672.00

*** END OF NARRATIVE G0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-6	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-12	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-13 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-14 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216-12	COST-SHARING CONTRACT--NO FEE	APR/1984
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-50	COMBATING TRAFFICING IN PERSONS	APR/2006
I-31	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-32	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-33	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-35	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-38	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-39	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-20	LIMITATION OF COST	APR/1984
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-47	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-48	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-49	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997

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	Regulatory Cite	Title	Date
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-52	52.244-2	SUBCONTRACTS	AUG/1998
I-53	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-54	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
I-55	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-56	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-57	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-58	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-59	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-63	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-64	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-65	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-66	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-67	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-68	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-69	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-70	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-71	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-72	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-73	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-74	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-75	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-76	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-77	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-78	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-79	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-80	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-81	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-82	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-83	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-84	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 (Zero) or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

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(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-85

52.223-7

NOTICE OF RADIOACTIVE MATERIALS

JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-86

52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

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(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a

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minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-87 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JUL/2005

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference and
 - (ii) Otherwise successful offers from small business concerns.
 - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
 - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
 - (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - [] Offer elects to waive the evaluation preference.
 - (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
 - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on

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the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-88 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

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(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-89

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-90

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS

SEP/2006

(a) Definitions. As used in this clause--

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(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-91 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-92 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

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- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-93 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-94 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

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- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-95	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

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(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST	05-APR-2007	006	

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A: CONTRACT LINE ITEM NO: 0002 D: SYSTEM/ITEM: Electric Motors & Inverters
B: EXHIBIT: A E: CONTRACT/PR NO: W56HZV-07-C-350
C: CATEGORY: F: CONTRACTOR: UQM Technologies, Inc

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM.: Contract Progress, Status, Cost & Management Reports
3. SUBTITLE: Bi-Monthly Report
4. AUTHORITY: DI-MGMT-80227
5. CONTRACT REFERENCE: C.4.1
6. REQUIRING OFFICE...: AMSRD-TAR-R
7. DD250 REQ.....: NO
8. APP CODE.....:
9. DIST. STATEMENT REQUIRED.: Bi-Monthly
10. FREQUENCY.....: See Block 16
11. AS OF DATE.....: See Block 16
12. DATE OF FIRST
SUB.: 60 DAC
13. DATE OF SUBS. SUB.: See Block 16

14. DISTRIBUTION A. ADDRESSEES B. COPIES: FINAL

Sonya Gargies, COR,	E-mail: sonya.gargies@us.army.mil	1	
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	Elaine Barnes, ACO,		E-Mail:
	elaine.barnes@dcma.mil		
	1		

TOTAL: 3

Mailing address:

U. S. Army Tank-automotive and Armaments Command
ATTN: Sonya Gargies, AMSRD-TAR-R, Mail Stop 121
6501 E. 11 Mile Road
Warren, MI 48397-5000

16. REMARKS: a. The contractor shall provide bi-monthly status reports and review meetings. The status reports shall summarize work completed to date on the contract with specific reference to the contract tasks completed, tasks not completed, status of on-going studies, studies completed during the reporting time period and any significant accomplishments, problems or delays. The contractor shall provide contract review meetings minutes for all of the government attended meetings. The status reports will also report total costs incurred to date, with specific reference to the costs incurred since the last status report.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the authority reference in item 4 above in the Document ID box and submit.

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* XP Office Products (TACOM can currently read OFFICE XP and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

A: CONTRACT LINE ITEM NO: 0002 D: SYSTEM/ITEM: Electric Motors & Inverters
 B: EXHIBIT: A E: CONTRACT/PR NO: W56HZV-07-C-350
 C: CATEGORY: F: CONTRACTOR: UQM Technologies, Inc

MOD/AMD
 ATT/EXH ID
 PAGE 3

1. DATA ITEM NO.....: A002
2. TITLE OF DATA ITEM....: Scientific and Technical Report
3. SUBTITLE.....: Final Technical Report
4. AUTHORITY.....: DI-MISC-80711A (T)
5. CONTRACT REFERENCES...: Scope of Work (SOW), section C.4.2
6. REQUIRING OFFICE.....: AMSTA-TR-R
7. DD250 REQ.....: YES
8. APP CODE.....:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS. SUB:

14. DISTRIBUTION

A. ADDRESSES

B. COPIES: DRAFT FINAL

Ms. Sonya Gargies, (COR),	E-mail:gargiess@tacom.army.mil	1	1
TJ Kowalski, Contract Specialist,	E-mail:kowalskt@tacom.army.mil		1
Elaine Barnes, ACO,	E-Mail: elaine.barnes@dcma.mil		1

15. TOTAL: 1 3 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Ms. Gargies's, Mr. Sargee's, and the cognizant ACO e-mail addresses.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Final Technical Report," 45 days prior to contract completion. Besides the data required by DI-MISC-80711A (T), the draft report shall include all test data, total production estimate and project cost savings related to the effort findings, charts, and drawings resulting from this contract. The draft report shall also include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR will review the draft report and return it to the Contractor within fifteen (15) days of receipt with comments. The Contractor shall submit one (1) final "Final Technical Report" within fifteen (15) days after receipt of draft comments.

b. Complete the reports IAW DID DI-MISC-80711(A), "Technical Report - Study/Services." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report.

Tailoring Note(T): Delete paragraph 10.2 from DID DI-MISC-80711A.

<http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4>

You may download the SF 298 from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A02-233." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* XP Office Products (TACOM can currently read OFFICE XP and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A: CONTRACT LINE ITEM NO: 0003 D: SYSTEM/ITEM: Electric Motors & Inverters
 B: EXHIBIT: A E: CONTRACT/PR NO: W56HZV-07-C-350
 C: CATEGORY: F: CONTRACTOR: UQM Technologies, Inc

MOD/AMD
 ATT/EXH ID
 PAGE 5

1. DATA ITEM NO.: A003
 2. TITLE OF DATA ITEM.: Engineering Drawings
 3. SUBTITLE: Computer Models
 4. AUTHORITY: DI-DRPR-80651
 5. CONTRACT REFERENCE: C.4.3
 6. REQUIRING OFFICE...: AMSRD-TAR-R
 7. DD250 REQ.....: YES
 8. APP CODE.....:
 9. DIST. STATEMENT REQUIRED.:
 10. FREQUENCY.....: See Block 16
 11. AS OF DATE.....: See Block 16
 12. DATE OF FIRST SUB.: See Block 16
 13. DATE OF SUBS. SUB.: See Block 16

14. DISTRIBUTION A. ADDRESSES B. COPIES: DRAFT FINAL

Ms. Sonya Gargies, COR, E-mail:gargiess@tacom.army.mil 1
 TJ Kowalski, Contract Specialist, E-mail: kowalskt@tacom.army.mil
 Elaine Barnes, ACO, E-Mail: elaine.barnes@dcma.mil 1

15. TOTAL: 2 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Ms. Gargies's e-mail addresse.

16. REMARKS:

a. The contractor shall deliver at the end of contract, the computer model(s) as described in section C.2.3, the file types shall be Matlab, and /or Matlab Simulink and/or, Pro Engineer and/or MS Excel. The contractor shall ensure the engineering drawings are at a minimum, level I as described in section 3.1 of DI-DRPR-80651.

b. The contractor shall complete the reports in accordance with (IAW) Data Item Description (DID) DI-DRPR-80651, "Engineering Drawings." The COR is responsible for accepting or rejecting the Engineering Drawings. See DID DI-DRPR-80651, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/49/05/W0263W.PD5>

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

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(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

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NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: